

AGREEMENT BETWEEN

THE BOROUGH OF GLASSBORO AND
THE GLASSBORO BOARD OF HEALTH

AND

THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

Local 1085



JANUARY 1, 2006 – DECEMBER 31, 2008

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PREAMBLE

THIS AGREEMENT is entered into between the BOROUGH OF GLASSBORO, together with the GLASSBORO BOARD OF HEALTH (hereinafter referred to as “the Borough” or “the Employer”), and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as “the Union”) for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein, the parties agree as follows.

ARTICLE 1 RECOGNITION

1.1. Exclusive Representation. The Employer recognizes the Union as the exclusive representative of all white-collar employees of the Borough, except for managerial executives, confidential employees, supervisors, police, fire employees, casual employees, craft employees, and professional employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment. The Union is further recognized as the exclusive representative of all Health Department employees, including professional employees, but excluding managerial executives, confidential employees, supervisors, and casual employees.

1.2. Preservation of Unit Work. Duties ordinarily performed by bargaining unit employees may not be assigned to employees outside the unit.

ARTICLE 2 LABOR-MANAGEMENT RELATIONS

2.1. Respect and Dignity. The Employer and the Union shall each endeavor to insure that all dealings between them are characterized by mutual responsibility and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

2.2. Non-Discrimination. No employee will be discriminated against on the basis of race, religion, color, national origin, sex, marital status, age, handicap, sexual or affectional orientation, political affiliation, or participation in Union activities.

ARTICLE 3 UNION RIGHTS

3.1. Union Access. Union representatives shall have access to employee work areas to investigate grievances and for other purposes related to Union representation.

3.2. Union Bulletin Boards. The Employer will provide a bulletin board in each building where employees are stationed, in a centrally-located work area, to be used exclusively by the Union for notices and other information to employees.

3.3. Personnel Data. During the first week of each month, the Borough Administrator will furnish to the Local Union office and the Local Vice President a monthly listing of all new hires, terminations, title changes, and reassignments from one department to another within the bargaining unit. Upon reasonable prior request, the Borough Administrator will also furnish to the Union a list of home addresses for employees represented by the Union.

3.4. Union Leave. Upon official request by the Union, employees shall be permitted to take time off, without pay, to attend conferences, meetings, workshops, or other activities related to union representation, subject to reasonable operational requirements of the Employer. In addition, any employee who is elected or appointed to an office in the Union may be granted an unpaid leave of absence to serve in such office. Requests for union leave shall not be unreasonably denied.

3.5. Time off for Negotiations. There shall be no loss of pay for members, no more than four, of the Union's bargaining committee to participate in contract negotiations during the work day.

ARTICLE 4 UNION SECURITY

4.1. Dues Checkoff. The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions shall be certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than 21 days following the month in which the deductions were made, together with a list of employees from whose pay such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall also be forwarded to the Local President. Dues deductions for employees in the bargaining unit shall not be made for any other employee organization.

4.2. Withdrawal of Dues Checkoff. In the event an employee withdraws his or her authorization for dues deduction by written notice to the Employer, deductions shall be halted as of January 1 or July 1 next following the date on which notice of withdrawal was filed, pursuant to *N.J.S.A. 52:14-15.9e*.

4.3. Representation Fees. For all employees in the bargaining unit who do not pay dues in accordance with Section 4.1 above, the Employer shall instead deduct a representation fee equal to a percentage of the appropriate dues as certified by the Union, which shall be remitted to the Union in the same manner as dues. In the case of newly hired employees, deduction of representation fees will begin with the next paycheck after 30 days of employment, unless the employee has submitted a dues checkoff card.

ARTICLE 5
MANAGEMENT RIGHTS

5.1. Rights Retained. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of New Jersey and of the United States, the following rights:

(a) The execution, management and administrative control of the Borough and its properties and facilities, and the activities of its employees.

(b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees and/or utilize personnel by the most appropriate means and effective manner as determined by the Employer.

(c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, subject to the grievance procedure.

(d) To lay off employees in the event the Employer determines that there is a lack of work or lack of funds.

(e) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality of the work required.

(f) To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Borough after advance notice thereof to the employees to require compliance by the employees is recognized.

In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the express use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under any national, state, county or local law or regulation.

ARTICLE 6
HOURS OF WORK

6.1. Maintenance of Working Hours. The current hours of work, including meals, shift schedules, and breaks, shall continue.

6.2. Work Schedules.

(a) It is understood that all full-time employees covered by this Agreement, except at the Senior Center, have a regular workweek of 40 hours, consisting of eight working hours daily in an eight-hour shift, Monday through Friday. Lunch hours shall be considered worked time. Starting and stopping times, as to full-time employees covered by this Agreement, are as follows:

- (1) Borough Hall: 8:30 AM – 4:30 PM
- (2) Highway Department: 7:00 AM – 3:00 PM or 8:00 AM – 4:00 PM
- (3) Economic Development: 8:00 AM – 4:00 PM
- (4) Fire Prevention: 8:00 AM – 4:00 PM
- (5) Bus Service: 8:30 AM – 4:30 PM
- (6) Police Department: 8:00 AM – 4:00 PM
- (7) Construction and Planning Departments: 8:00 AM – 4:00 PM or 8:30 AM – 4:30 PM
- (8) Water & Sewer Department: 8:30 AM – 4:30 PM

The Borough reserves the right to adjust the hours of operation.

(b) Employees at the Senior Center shall have a full-time workweek of 30 hours, from 9:00 AM to 3:00 PM, Monday through Friday, and shall be permitted to eat lunch while working.

ARTICLE 7 OVERTIME

7.1. Definition of Overtime. Overtime shall be understood as time worked in excess of 40 hours per week or eight hours per day. For purposes of determining the 40-hour threshold, all paid leave as well as unpaid union leave shall be counted as time worked.

7.2. Overtime Compensation. Employees shall be compensated for overtime at the rate of one and one-half times the employee's regular rate. Compensation shall be in cash or compensatory time off at the employee's option, except that all hours actually worked in excess of 40 during a given week shall be paid for in cash. Accrued compensatory time off shall be used in the same manner as vacation leave, except that it may be used in hourly increments. The Borough reserves the right to approve the use of compensatory time off in accordance with operational requirements, but in no case will requests be unreasonably denied. In case of scheduling conflicts between employees, preference will be given to those requests which are submitted first; if two or more requests are simultaneously, seniority will prevail.

7.3. Equalization of Overtime. The Borough shall offer available overtime opportunities as equitably as possible among qualified employees.

7.4. Mandatory Overtime. No employee shall be forced to work overtime if another qualified employee is willing and available to perform the work.

ARTICLE 8
SALARIES AND WAGES

8.1. Job Titles and Salary Ranges. Every bargaining-unit job shall be classified according to the proper job title in Appendix A, and each title in turn shall have an assigned full-time salary range number as indicated. The salary ranges corresponding to each range number shall be as set forth in Appendix B. Part-time employees shall receive the corresponding hourly rate. Whenever new jobs are created or existing jobs are materially changed, the parties shall immediately negotiate concerning the appropriate salary range prior to implementation.

8.2. Starting Salaries. The starting salary for employees in each title shall be the minimum of the range, except as follows:

(a) Employees who move from one unit title to another unit title on the same range shall have no change in salary.

(b) Employees who are promoted or demoted from one unit title to another shall receive the appropriate adjustment as provided in Section 8.6.

(c) Employees with significant prior experience performing the same type of work may be hired at a rate not to exceed 110% of the minimum, but in no event higher than any current employee in the same title with equal or greater experience.

8.3. Across-the-Board Adjustments. Employees shall receive the following across-the-board salary adjustments:

(a) As of January 1, 2006, every employee currently on the payroll shall receive an increase of 3.5% added to his or her base salary.

(b) As of January 1, 2007, every employee currently on the payroll shall receive an increase of 3.5% added to his or her base salary.

(c) As of January 1, 2008, every employee currently on the payroll shall receive an increase of 3.5% added to his or her base salary.

8.4. Increments. Incremental raises shall be given as follows:

(a) As of January 1 of each year, every employee with at least one year of service whose base salary does not exceed the maximum of his or her range shall receive an annual increment to be added to his or her base salary, except that the resulting salary shall not exceed the maximum. Increments shall be equal to 3.0% of the minimum for the range.

(b) As of January 1 of each year, any employee with less than one year of service shall receive a pro-rated increment, which shall be computed as follows:

$$(\text{Amount of regular increment}) \times (\text{Months of completed service as of January 1}) \div 12$$

8.5. Longevity Pay. Every year during the third week of November, full-time employees shall receive a longevity bonus according to each employee's base salary and the years of service which the employee will have accrued as of December 31. The amount of each bonus shall be calculated as follows, but in no event to exceed \$4,500:

(a) Full-time employees hired on or before January 1, 2003:

3-4 years: 1.5%
5-9 years: 2.5%
10-14 years: 4.5%
15-19 years: 5.5%
20-24 years: 6.5%
25 years or more: 7.5%

(b) Full-time employees hired after January 1, 2003:

6-9 years: 2.5%
10-14 years: 4.5%
15-19 years: 5.5%
20-24 years: 6.5%
25 years or more: 7.5%

8.6. Promotional/Demotional Pay. Any employee who is promoted to a higher title shall receive a new base salary equal to 5% above his or her previous salary, but not less than the minimum salary of the new range. Any employee demoted to a lower title shall receive a new base salary equal to 4.76% less than the previous salary, but not more than the maximum of the new range.

8.7. Paydays and Pay Periods. The current schedule of paydays and pay periods shall continue, except that the Borough shall have the right to implement a bi-weekly schedule coinciding with the issuance of retroactive salary adjustments pursuant to Sections 8.3 and 8.4. Upon proper authorization, the Borough shall make direct deposit to the employee's bank account, which shall be done by means of electronic transfer whenever feasible.

ARTICLE 9 SPECIAL PAY

9.1. Out-of-Title Pay. Employees who are temporarily assigned to perform the duties of a higher title because of the absence of another employee on sick leave, disability leave, or FMLA leave shall be paid as if promoted to the higher title in accordance with Section 8.6, beginning with the second consecutive day of such work and continuing for the duration of the assignment. However, in the case of employees who are temporarily assigned to perform the duties of their department heads, out-of-title pay shall not begin until the eleventh consecutive workday. In no case shall an employee receive out-of-title pay while filling in for another employee who is on vacation leave.

9.2. Call-In Pay. Employees who are contacted after hours to perform work outside of their regular shifts shall receive a minimum of one hour of pay at the applicable rate for work that is

performed by telephone or facsimile contact. However, if the employee is required to report to the Borough Hall or if the contact occurs on a holiday, he/she shall receive a minimum of two hours of pay. At the employee's option, compensatory time off may be taken in lieu of cash.

9.3. On-Call Duty. Employees who are on call shall be issued pagers. If the employee is required to be on call, the employee shall receive on-call pay equal to eight hours' straight pay for every week of required on-call duty.

ARTICLE 10 HEALTH BENEFITS

10.1. Medical Insurance. Every employee who works at least 30 hours per week, together with his or her dependents, shall be entitled to employer-paid coverage under the State Health Benefits Program.

10.2. Prescription Plan. Beginning in 2006, the Employer will no longer provide a stand-alone prescription plan. In its place, employees will be afforded prescription coverage through the SHBP medical plan in which they are enrolled. Employees will be responsible for co-payments as required by such plan.

(a) In the case of employees who are enrolled in a plan which pays prescription costs on a reimbursement basis, the Employer will maintain a revolving fund which the employees may draw upon to pay for covered medications "up front." Upon receiving reimbursement from the insurance carrier, employees will be required to repay the advance to the Borough's Chief Finance Officer as soon as practicable.

10.3. Vision Care Plan. The current vision care plan shall be continued.

10.4. Dental Plan. The current dental plan shall be continued.

10.5. Continuation of Benefits. Employer-paid health benefits will continue throughout the duration of any paid leave as well as any unpaid leave which qualifies under the state Family Leave Act or the federal Family and Medical Leave Act. Employees or their dependents shall be permitted to continue their health benefits at their own expense in accordance with federal COBRA provisions. In addition, employees on unpaid leaves of absence shall be permitted to continue their health benefits after employer-paid coverage ceases by paying the monthly premiums themselves.

10.6. Post-Retirement Medical Benefits. Any employee who retires on a New Jersey State-administered pension shall be entitled to continue employer-paid medical and prescription benefits, provided any one of the following conditions apply:

(a) The employee has at least 25 years of credited service in a state-administered pension system and at least 20 years of service with the Borough;

(b) The employee is 62 or older and has at least 15 years of service with the Borough;

(c) The employee has retired on a State disability pension.

Retirees who are not eligible for employer-paid health benefits may continue their benefits in accordance with the State Health Benefits Program. Coverage provided pursuant to this section shall be limited to the retired employee or to the retired employee and his or her spouse.

10.7. Waivers of Benefits. The Employer shall make payments to eligible employees who agree in writing to waive their medical benefits, pursuant to a cafeteria plan authorized by Section 125 of the Internal Revenue Code. The following terms shall apply:

(a) In order to be eligible, employees must show proof of other current medical coverage through a spouse's employer or other source.

(b) Employees shall be permitted to re-enroll during any subsequent open-enrollment period or upon showing loss of alternative coverage.

(c) Payments shall be made on a monthly basis so long as the waiver remains in effect, beginning with the month in which the benefit ceases. Payments shall be as follows, based on the type of coverage to which the employee would otherwise have been entitled:

	2006	2007	2008
Family	\$291.66 per month	\$300.00 per month	\$308.32 per month
Employee and Spouse	\$266.66 per month	\$275.00 per month	\$283.32 per month
Employee and Child	\$166.67 per month	\$175.00 per month	\$183.34 per month
Employee Only	\$124.67 per month	\$133.00 per month	\$141.34 per month

ARTICLE 11 VACATION LEAVE

11.1. Annual Allowances. Employees who work at least 30 hours per week shall accrue paid vacation leave as follows, based on length of service. For part-time employees who work at least 20 hours per week but less than 30, the amount of vacation leave shall be pro-rated.

(a) During the first two calendar years of employment, two vacation days for every three months of service completed;

(b) As of January 1 following the employee's first anniversary of service, 10 vacation days per year;

(c) As of January 1 following the employee's fourth anniversary of service, 15 vacation days per year;

(c) As of January 1 following the employee's ninth anniversary of service, 20 vacation days per year;

(d) As of January 1 following the employee's fourteenth anniversary of service, 25 vacation days per year;

(e) As of January 1 following the employee's nineteenth anniversary of service, 30 vacation days per year (for employees hired prior to January 1, 1998 only);

(f) For employees who had at least 20 years of service as of January 1, 1998, 33 vacation days per year.

11.2. Vacation Carryover. Employees may carry over up to 10 unused vacation days from one calendar year to another. Any vacation days carried over must be used by March 31 of the new year.

11.3. Payment for Unused Vacation Leave. Upon termination of employment, an employee shall be paid for any unused vacation leave remaining to his or her credit and will not be mandated to take time off in lieu of monetary benefits.

11.4. Scheduling of Vacation Leave. A window period will be provided from January 1 through March 1 during which employees may submit vacation requests. If any requests submitted during this period are in conflict, seniority shall prevail. In all other cases where a scheduling conflict arises outside the window period, preference will be given to those vacation requests which are submitted first, except that if two or more requests are received simultaneously, seniority shall prevail. The Borough reserves the right to approve vacations in accordance with operational requirements, but in no case will vacation requests be unreasonably denied. Employees shall not be required to schedule vacations in blocks, except that vacation leave shall be in increments of not less than one-half day.

ARTICLE 12 HOLIDAYS

12.1. Designated Holidays. The following paid holidays shall be granted to all employees:

New Years' Day	Memorial Day	Veteran's Day
Martin Luther King's Birthday	Fourth of July	Thanksgiving
Lincoln's Birthday	Labor Day	Day after Thanksgiving
President's Day	Columbus Day	Christmas Day
Good Friday	General Election Day	

If a designated holiday falls on a Saturday, it shall be observed on Friday; if the holiday falls on Sunday, it shall be observed on Monday. In addition, if Christmas Eve falls on a weekday, employees shall be excused at 12:00 noon without loss of pay.

12.2. Additional Holidays. Additional paid holidays may be granted at the discretion of the Employer.

12.3. Pay for Holiday Work. Any employee who is works on a holiday shall be paid one and one-half times his or her regular rate for such work in addition to the normal holiday pay. Alternatively, the employee may elect to receive compensatory time off, in lieu of cash, at the same rate.

ARTICLE 13
SICK AND DISABILITY LEAVE

13.1. Sick Leave. Any employee covered by this Agreement who is unable to perform his or her assigned duties because of personal illness, injury, or other health condition, shall be entitled to receive sick leave with pay. Sick leave may also be used to enable an employee to obtain care or treatment of a health condition if such services could not reasonably have been scheduled outside working hours. The following conditions shall apply:

(a) An employee, after completion of six (6) months of employment, shall be entitled to sick leave on the basis of one (1) working day per month. Thereafter employees shall be entitled to ten (10) sick days per calendar year.

(b) Part-time employees shall be entitled to a proportionate amount of paid sick leave.

(c) Sick leave not taken by an employee shall accumulate from year to year, except that under no circumstances will an employee be permitted to accrue more than 100 sick days.

(d) Employees of the Borough as of the date of execution of this Agreement and so employed thereafter during the term of this Agreement who leave the employment of the Borough shall be paid for their unused/accumulated sick time at a rate of \$50.00 per day, not to exceed \$5,000.00.

(e) Sick leave benefits shall not accumulate during any leave of absence or disciplinary action which exceeds thirty (30) days.

(f) Sick leave may be used in hourly increments.

13.2. Reporting and Verification of Sick Leave. Employees shall contact their supervisors to request sick leave at the beginning of each work day, or as soon as possible thereafter if circumstances prevent immediate notice, unless approval has already been given for such leave. In the absence of the supervisor, employees shall contact the Borough Clerk or Borough Administrator. The employee may be required, where reasonable, to produce a doctor's certificate verifying the need for sick leave, provided the employee is notified of such requirement on a timely basis. Failure to produce a doctor's certificate when reasonably required may be cause for denial of sick leave but shall not constitute a disciplinary infraction. The Borough may also require an employee to be examined by a physician appointed and paid by the Borough in order to verify the need for sick leave or to verify the employee's fitness to return to duty.

13.3. Disability Leave. An employee who is medically disabled as a result of illness or injury, including any medical disability related to pregnancy, but excluding illnesses or injuries covered by Section 13.4, shall be granted paid disability leave pursuant to the schedule set forth in Appendix C.

(a) An employee shall not be entitled to paid disability benefits unless he or she has been unable to work for a continuous period of eight (8) calendar days. Once an employee has qualified, disability leave payments will be given retroactive effect as follows:

(1) For employees with less than three years of service, payments will begin with the

third consecutive day of absence;

(2) For employees with at least three years but less than seven years of service, payments will begin with the second consecutive day of absence:

(3) For employees with seven years of service or more, payments will begin with the first day of absence.

If the employee has used sick days or other paid leave during the first seven calendar days, any portion covered by paid disability leave will be credited back to the employee.

(b) An employee who has a remaining balance of paid sick days may use such leave prior to being placed on half-pay disability leave pursuant to Appendix C.

(c) When disability leave benefits set forth in Appendix C are exhausted, an employee must return to work for a minimum of six (6) months before the employee is eligible to receive disability leave benefits again.

(d) In order to be deemed “medically disabled” and thus eligible to receive paid disability leave, an employee must present reasonable medical documentation regarding the nature and extent of his or her disability and the projected duration of the period of disability. The Employer has the right to request updated and/or new documentation of the employee’s medical disability every thirty (30) days from the employee’s physician. Such documentation shall be provided directly to his/her supervisor and/or the Borough Administrator. The Employer agrees to keep information related to the employee’s medical condition confidential to the greatest extent possible. In addition, if the period of disability exceeds sixty (60) days, the Employer shall have the right, at its discretion and expense, to require that the employee submit to an independent medical exam by a physician selected by the Employer.

(e) In the case of an employee who requests paid disability leave for maternity, it will be ordinarily presumed (unless indicated otherwise by appropriate medical evidence) that the period of disability will begin four weeks before delivery and will continue until six weeks after delivery. An employee who anticipates taking such leave will be responsible for submitting the request to her supervisor or department head two months prior to the expected delivery date, together with appropriate medical documentation. The Borough Administrator will approve or disapprove the request in writing within two weeks.

13.4. Work-Related Disability Leave. In case of absence due to injury or illness arising out of or in the course of the employee's job, the employee will be entitled to full pay during such absence, which shall be offset by any temporary payments made to the employee pursuant to the Workers' Compensation Law.

ARTICLE 14 SPECIAL PAID LEAVES

14.1. Personal Days. Full-time employees with at least one year of service shall be allowed five (5) personal days off annually without loss of pay. Part-time employees shall be entitled to a pro-rated share. The following conditions shall apply to the use of personal days:

(a) Except in an emergency, 48 hours' notice to the appropriate department head shall be required.

(b) Personal days shall not accumulate from year to year. Employees shall be paid at the regular daily rate for any unused personal days remaining as of December 1, except for any personal days which the employee chooses to schedule during the month of December. Payment shall be made on or before the first payday of December.

(c) Personal days may be used in increments of no less than four hours.

(d) The Borough reserves the right to approve the use of personal days in accordance with operational requirements, but in no case will requests be unreasonably denied. In case of scheduling conflicts between employees, preference will be given to those requests which are submitted first; if two or more requests are received simultaneously, seniority will prevail.

14.2. Jury Duty/Witness Leave. Any employee who is summoned for jury duty or who is subpoenaed to appear as a witness in any legal proceeding involving the Borough of Glassboro shall be permitted time off for such purpose without loss of pay.

14.3. Military Leave. Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to leave as required by law.

14.4. Bereavement Leave. In case of death in an employee's immediate family, the employee shall be entitled to three (3) days' paid leave per occurrence for attendance at a viewing or funeral, or to make family arrangements incidental to such bereavement. If the employee must travel more than 150 miles each way to attend the funeral, a total of five (5) days shall be permitted. Paid sick leave may also be used in case of bereavement if additional time off is needed for the loss of an employee's spouse, child, or parent. For purposes of this section, "immediate family" shall be defined as spouse, children (including in-laws), parents (including in-laws), brothers and sisters (including in-laws), grandparents, grandchildren, step-parents, foster parents, step-children, foster children, domestic partners, and any relatives who resided in the employee's home. Reasonable documentation shall be produced by the employee if requested by the Borough. The failure to provide reasonable documentation upon request may subject the employee to loss of pay for the absent days of work.

14.6. Emergency Closings. If a state of emergency covering Glassboro is declared by the Governor of New Jersey due to inclement weather or other emergency which is expected to cause imminently hazardous travel conditions, employees shall be excused from work without loss of pay. In all other cases of adverse weather or other emergency, the Borough may, at its discretion, excuse the employees from work without loss of pay. Employees who are required to work in the above cases while the rest of the work force is excused shall receive compensatory time off on an hour-for-hour basis.

ARTICLE 15
LEAVES OF ABSENCE WITHOUT PAY

15.1. Conditions.

(a) Leaves of absence without pay may be granted for up to six months at a time for health reasons, maternity or paternity, education, or for other purposes satisfactory to the Borough, including those purposes set forth in Section 15.2. If necessary, leaves may be extended for a total of one year. The Borough may, in its discretion, which shall not be unreasonably denied, grant the privilege of a leave of absence without pay for an appropriate reason to an employee covered by this Agreement for a period not to exceed six (6) months at any one time.

(b) Requests for leave will be submitted in writing to the supervisor thirty (30) days in advance whenever practicable. The supervisor shall forward his or her recommendation to the Borough Administrator. The borough Administrator shall respond to the employee's request within fifteen (15) days of receipt of the request from the supervisor.

(c) In cases where paid leave is available to be used for the same purposes as unpaid leave, employees shall have the option of using paid or unpaid leave, or a combination thereof.

(d) During any such leave, health benefits shall be made available to the employee at the election of the employee and at the employee's expense pursuant to COBRA, except for leave taken pursuant to the FMLA or FLA.

15.2. Family and Medical Leave. In the case of leaves that qualify under the New Jersey Family Leave Act (FLA) and/or the federal Family and Medical Leave Act (FMLA), eligible employees with at least one (1) year of service shall enjoy all rights and benefits under those laws, including continued health benefits for a period of 12 weeks while on leave. Eligible employees shall consult the Borough's Family and Medical Leave Policy, attached as Appendix E, for applicable procedures, entitlements and rules related such leave. Any such leave taken under the FMLA or FLA shall run concurrently to any disability leave taken pursuant to Article 13.

ARTICLE 16
MISCELLANEOUS BENEFITS

16.1. Educational Assistance. The Borough shall continue to provide reimbursement for tuition and books to any employee with at least one year of service who successfully completes a course of study leading to improvement of the employee's knowledge and skills on the job (to be determined by the Borough Council). Requests for educational assistance must be submitted to the Borough Council prior to enrollment. The maximum reimbursement to an employee shall be \$200 per year, provided the employee achieves a B average or better for such course.

(a) At its discretion, the Borough may provide reimbursement for educational costs beyond the entitlement specified above. Likewise, the Borough may provide paid release time if necessary for an employee to attend classes leading to improvement of the employee's knowledge and skills on the job.

16.2. Deferred Compensation Plan. The Borough shall continue to provide the current deferred compensation plan to employees.

16.3. Credit Union Checkoff. The Borough shall continue to provide for employees to participate in the South Jersey Federal Credit Union through payroll deductions.

ARTICLE 17 TRAVEL

17.1. Reimbursement for Use of Private Automobiles. Employees who are authorized to use their personal vehicles for travel in the course of work shall be reimbursed at the IRS standard mileage rate for business use, in addition to tolls and parking expenses.

17.2. Meal Expenses. In the event an employee is required to travel in the course of work and is unable to return for meals, the employee shall be reimbursed for reasonable meal expenses.

ARTICLE 18 INDEMNIFICATION OF EMPLOYEES

18.1. Tort Claims. The Employer will provide for the defense and indemnification of any employee with respect to damages resulting from any tort or any civil violation of state or federal law arising out of the employee's job, provided the employee's acts did not constitute fraud, malice, willful misconduct, or intentional wrongdoing.

ARTICLE 19 HEALTH AND SAFETY

19.1. Safe and Healthy Workplace. The Borough shall take necessary measures to insure that the workplace is free of recognized hazards which may cause serious injury or illness to employees.

19.2. Safety Committee. The Union shall have the right to appoint a representative to serve on the Borough's safety committee. The committee shall investigate and make recommendations concerning conditions in the workplace that may be hazardous, promote safe work practices, and review compliance with applicable laws and regulations pertaining to occupational safety and health. Periodic meetings of the committee shall be held during the work day without loss of pay.

ARTICLE 20 JOB OPENINGS

20.1. Posting. All job openings shall be conspicuously posted in the break room(s) and in each department on a designated bulletin board for a period of at least five working days prior to filling such

vacancies and prior to any outside advertising, during which time employees may apply for the posted positions. Notices shall be on Borough letterhead, dated, and signed by the Borough Administrator, and shall specify the deadline for submitting applications. A copy of each posting shall be furnished to the Local President and the Local Vice President of the Union on the same day the posting begins.

20.2. Filling of Positions. All applicants for job openings will be duly considered. Preference shall be given according to seniority so long as such preference would not result in the selection of a less qualified employee.

ARTICLE 21 LAYOFF AND RECALL

21.1. Notice and Consultation with Union. In case of an anticipated layoff, the Borough will give written notice to the Union at least 60 days in advance and shall provide opportunity for consultation regarding alternatives.

21.2. Procedures for Layoffs. Whenever the workforce is to be reduced, the Borough will identify the duties to be eliminated or combined and shall give 45 days written notice to all employees in the bargaining unit. Employees in the affected job functions shall be laid off in reverse order of seniority, except that any such employee who is qualified to perform the duties of a different position with minimal training (*i.e.*, as would normally be given a new employee in the position) shall have bumping rights over less senior employees in such positions.

21.3. Procedures for Recalls. Whenever a position is established or re-established, qualified employees who have been laid off within the previous 24 months shall be notified in writing and shall be given preference for re-hire according to seniority.

ARTICLE 22 EVALUATIONS AND PERSONNEL FILES

22.1. Inspection of Personnel Files. Upon request, every employee shall be permitted to inspect his or her official personnel file.

22.2. Evaluation Procedures. Employee performance evaluations may be conducted annually or as deemed necessary by the Employer. Employees will be informed of the criteria to be used in advance of the evaluation period. A copy of the completed evaluation shall be furnished to the employee, together with an opportunity to discuss the results with the supervisor who conducted the evaluation. If the employee disagrees with the evaluation, he or she may attach comments to the official record and/or appeal the evaluation through Step 2 of the grievance procedure.

ARTICLE 23
SENIORITY

23.1. Seniority Defined. Seniority shall be measured by continuous employment with the Borough, without break in service. Part-time service shall be counted on a pro-rata basis, using 1,560 paid hours as equivalent to one year of full-time service. After five years of service, an employee will receive credit for any prior service with the Borough, to be added to the employee's seniority. Service shall be deemed broken when an employee resigns, retires, is discharged (unless reinstated), or is laid off (unless recalled).

23.2. Resignations. An employee may resign in good standing by giving two weeks notice, except that in an emergency shorter notice shall be sufficient. The Employer may also consent to shorter notice. An employee may rescind his or her resignation at any point prior to the effective date, provided an offer of employment to fill the position has not already been accepted.

ARTICLE 24
DISCIPLINARY ACTIONS

24.1. Just Cause for Discipline. Discipline shall be imposed for just cause only, of which the Employer shall bear the burden of proof. In addition, discipline shall be progressive in nature and corrective in aim.

24.2. Notice of Disciplinary Action. Written notices of disciplinary action shall be provided to the employee setting forth the charges, the alleged acts upon which the charges are based, and the nature of the discipline to be imposed. Copies of all disciplinary notices shall be furnished to the Union promptly after being issued to the employee.

24.3. Union Representation. Any employee who is subject to questioning by the Employer and reasonably believes that discipline may result is entitled to have a Union representative present during such questioning.

24.4. Appeal Procedures. Appeals of disciplinary actions may be made through the grievance procedure.

ARTICLE 25
GRIEVANCE PROCEDURE

25.1. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as limiting the right of any employee or Union representative to discuss a grievance informally with an appropriate supervisor or other management representative.

25.2. Grievance Definition. The term “grievance” shall mean an appeal of the interpretation, application, or violation of written policies, agreements, or administrative decisions affecting the terms and conditions of employment.

25.3. General Provisions.

(a) Formal grievances as provided for in this Article shall be filed by the Union only. The grievant may be an individual employee, a group of employees, or the Union itself.

(b) The grievant shall be represented at all stages of the grievance procedure by representatives appointed by the Union.

(c) Employees designated as Union officers or shop stewards shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of pay, provided that permission is obtained in advance from the appropriate supervisor if time away from the job is required.

(d) Grievances shall be filed within 30 days after the grievant knew or should have known of the occurrence giving rise to the grievance. Time limits for filing or responding to grievances at any step may be extended by consent of the parties. If no response is received to a grievance within the stipulated time limit, the grievance may be advanced to the next step at the Union's discretion.

(e) Both parties shall have the right to produce and examine witnesses at any step of the grievance procedure.

(f) Grievance conferences shall be held during the work day whenever possible, without loss of pay for employees whose attendance is required.

(g) Formal grievances shall be presented in writing, utilizing a grievance form supplied by the Union. Responses shall likewise be in writing and shall include reasons for the decision.

25.4. Grievance Steps.

(a) **Step 1.** The grievance shall be presented first to the immediate supervisor, except that if the supervisor does not have authority to resolve the grievance, this step may be skipped. The supervisor shall meet with the grievant and Union representative upon request in an effort to resolve the matter. A written response shall be furnished to the grievant and the Union representative within ten days after receipt of the grievance. If the matter is not resolved, the grievance may be submitted to Step 2 within ten days after receipt of the supervisor's response.

(b) **Step 2.** The grievance shall next be submitted to the Borough Administrator, who shall schedule a conference upon request to address the matter. The Administrator shall forward his decision to the grievant and the Union representative within ten days after receipt of the grievance. Upon receipt of the Administrator's response, the Union shall have ten days to submit any unresolved grievance to Step 3.

(c) **Step 3.** The grievance shall be forwarded to the Borough Clerk for consideration by the Borough Council, which shall hear the matter and render a decision within 30 days.

25.5. Arbitration. If the grievance remains unresolved, the Union may submit the matter for arbitration. The following procedures shall apply:

(a) The Union shall request the assignment of an arbitrator by the Public Employment Relations Commission within 45 days after receipt of the Step 3 decision. The arbitrator shall be selected by the parties in accordance with the procedures of the Commission.

(b) The arbitrator shall schedule a hearing as expeditiously as possible, in consultation with the parties. An award shall be issued in writing within 30 days after the hearing or, if applicable, 30 days after the receipt of post-hearing briefs.

(c) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement, but shall interpret the Agreement in harmony with applicable law.

(d) If the decision is in favor of the grievant, the arbitrator shall have authority to fashion an appropriate remedy, which may include but is not limited to reinstatement, back pay, interest, and the granting of specific benefits.

(e) The arbitrator's decision shall be final and binding on the parties.

(f) The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses incident to arbitration shall be borne by the party incurring them.

ARTICLE 26 GENERAL PROVISIONS

26.1. Fully-Bargained Clause. This Agreement incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, except as set forth below:

(a) On or after January 1, 2007, the Borough may reopen negotiations with respect to employee cost-sharing for health benefits as described in Article 10.

(b) On or after January 1, 2007, the Borough may reopen negotiations with respect to coverage under the New Jersey State Temporary Disability Benefits Plan.

(c) At any time during the term of this Agreement, either party may reopen negotiations with respect to new or existing job titles and the salary ranges to which they should be assigned.

26.2. Severability and Savings. If any provision of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be void, but all other provisions not affected thereby shall continue in full force and effect.

26.3. Term of Agreement. This Agreement shall be effective immediately and shall continue in full force and effect through December 31, 2008.

26.4. Negotiation of Successor Agreement. The parties shall commence negotiations for a successor Agreement on or after October 1, 2008.

IN WITNESS to this Agreement, the parties have caused their duly authorized representatives to affix their signatures below.

FOR THE EMPLOYER

FOR THE UNION

[Signature] 4/10/06

Phil D. Hull Vice Pres.

Richard Adams

Lynn Buckley-Stett

APPENDIX A
TITLES AND RANGE NUMBERS

- 1 Clerk
- 2 Bus Driver
Clerk Typist
- 3 Assessing Clerk
Revenue Clerk
Senior Citizen Program Coordinator
- 4 Account Clerk
Administrative Assistant, Fire Safety
Payroll Clerk
- 5 Senior Assessing Clerk
Senior Clerk Typist
Senior Revenue Clerk
- 6 Administrative Assistant, Economic Development
Administrative Assistant, Board of Health/Housing
Administrative Assistant, Parks & Recreation
Administrative Assistant, Police Operations
Deputy Court Administrator
Research Assistant, Economic Development
- 7 Principal Clerk Typist
Principal Revenue Clerk
Senior Account Clerk
Senior Deputy Court Administrator
Senior Payroll Clerk
Technical Assistant, Construction Office
- 8 Administrative Assistant, Highway
Administrative Assistant, Planning & Zoning
Administrative Assistant, Water & Sewer
Administrative Assistant, Water & Sewer / Revenue & Finance
- 9 Principal Account Clerk
Principal Payroll Clerk
- 10 Assistant Tax Collector
- 11 Deputy Borough Clerk
Deputy Tax Collector

APPENDIX B
SALARY RANGES AND INCREMENTS

R#	2006			2007			2008		
	MIN	MAX	INCR	MIN	MAX	INCR	MIN	MAX	INCR
1	21,454	29,177	644	22,205	30,199	666	22,982	31,256	689
2	22,527	30,636	676	23,315	31,708	699	24,131	32,818	724
3	23,653	32,168	710	24,481	33,294	734	25,338	34,459	760
4	24,836	33,776	745	25,705	34,959	771	26,605	36,182	798
5	26,077	35,465	782	26,990	36,707	810	27,935	37,991	838
6	27,381	37,239	821	28,340	38,542	850	29,331	39,891	880
7	28,750	39,100	863	29,757	40,469	893	30,798	41,885	924
8	30,188	41,055	906	31,244	42,492	937	32,338	43,980	970
9	31,697	43,108	951	32,807	44,617	984	33,955	46,179	1,019
10	33,282	45,264	998	34,447	46,848	1,033	35,653	48,488	1,070
11	34,946	47,527	1,048	36,169	49,190	1,085	37,435	50,912	1,123
12	36,694	49,903	1,101	37,978	51,650	1,139	39,307	53,458	1,179
13	38,528	52,398	1,156	39,877	54,232	1,196	41,272	56,130	1,238
14	40,455	55,018	1,214	41,871	56,944	1,256	43,336	58,937	1,300
15	42,477	57,769	1,274	43,964	59,791	1,319	45,503	61,884	1,365
16	44,601	60,658	1,338	46,162	62,781	1,385	47,778	64,978	1,433

Hourly equivalents are calculated by dividing the annual amounts shown above by 2,080, except at the Senior Citizen Center, where the divisor is 1,560.

APPENDIX C
DISABILITY LEAVE BENEFIT SCHEDULE

Complete d Years of Service	Weeks of Leave at Full Pay	Weeks of Leave at Half Pay	Total Weeks of Leave
1	4	2	6
2	4	7	11
3	4	12	16
4	4	17	21
5	8	18	26
6	8	23	31
7	8	28	36
8	8	33	41
9	12	34	46
10	12	40	52
15	14	38	52
20	16	36	52
25	18	34	52
30	20	32	52

APPENDIX D JOB DESCRIPTIONS

The following job descriptions are intended as guides to be used in distinguishing positions within the bargaining unit. Employees who are correctly classified perform all or most of the listed duties in each job description. In addition, employees may perform some duties that are not separately identified but are closely related to the listed duties.

Account Clerk. Performs relatively simple, routine clerical functions involving accounting records. Duties include calculating, posting, typing or entering routine financial data; filing records, etc.

Administrative Assistant, Board of Health/Housing. Acts as secretary and chief aide to the head of the Department of Health and Housing. Duties includes typing correspondence, reports, etc.; entering data via computer; maintaining departmental files; preparing routine reports; scheduling housing inspections; sending inspection and violation notices; issuing licenses for rental properties, food establishments, etc. as directed; receiving and depositing payments of fees; completing purchase orders and requisitions as authorized; handling public inquiries; and taking complaints concerning violations of local health and housing ordinances.

Administrative Assistant, Economic Development. Acts as secretary and chief aide to the Executive Director of the Glassboro Economic Development Corporation. Duties include:

- (a) entering and maintaining data and maintaining files;
- (b) scheduling meetings, preparing agendas, and taking minutes;
- (c) preparing and typing correspondence, notices, and reports;
- (d) assembling information;
- (e) preparing promotional literature;
- (f) preparing vouchers, purchase orders, and requisitions;
- (g) maintaining time and attendance records;
- (h) paying bills and maintaining books of account;
- (i) assisting with the preparation of grant applications;
- (j) handling inquiries from the public;
- (k) maintaining site inventories and resource directories.

Administrative Assistant, Fire Safety. Acts as secretary and chief aide to the Bureau of Fire Prevention. Duties include typing correspondence, reports, etc.; maintaining files; entering data; maintaining records of inspections and issuing regular lists of currently due inspections; completing purchase orders and requisitions as authorized; receiving and depositing payments; and maintaining time and attendance records.

Administrative Assistant, Highway. Acts as secretary and chief aide to the Highway Superintendent or Highway Administrator. Duties include:

- (a) answering the telephone and acting as a receptionist;
- (b) handling inquiries from the public;

- (c) preparing and typing correspondence;
- (d) preparing vouchers, requisitions, and bills;
- (e) maintaining budgetary and purchasing records;
- (f) monitoring radio communications from Highway vehicles and dispatching vehicles as necessary;
- (g) maintaining time, attendance, and payroll records for department employees;
- (h) preparing and maintaining records of work-related accidents and Workers Compensation claims;
- (i) maintaining records and preparing reports concerning the collection of recyclables;
- (j) distributing information about recycling activities and requirements;
- (k) assisting in the coordination of Clean Communities activities;
- (l) keeping records of vehicle use and maintenance, together with fuel usage and costs.

Administrative Assistant, Parks & Recreation. Acts as secretary and chief aide to the Director of the Parks & Recreation Department. Duties include typing correspondence, reports, etc.; maintaining files; entering data; arranging for bus trips; scheduling games and other recreational activities; scheduling instructors, officials, and recreation workers; preparing promotional literature; completing purchase orders and requisitions as authorized; maintaining time and attendance records; recording departmental expenses; receiving and depositing payments; and handling public inquiries and complaints.

Administrative Assistant, Planning & Zoning. Serves as chief administrative aide to the Planning Board and Zoning Officer. Duties include:

- (a) overseeing the day-to-day clerical operation of the office, including maintenance of records and files;
- (b) arranging for and attending meetings of the Planning Board;
- (c) preparing and typing correspondence, reports, notices, etc.;
- (d) preparing vouchers, requisitions, and purchase orders;
- (e) receiving and processing applications for site plans and subdivisions;
- (f) handling inquiries from the public;
- (g) receiving and processing complaints of zoning and parking permit violations;
- (h) compiling and selling copies of the Borough's land use regulations and zoning ordinances;
- (i) assisting in budget preparation;
- (j) maintaining records of payments and escrow accounts;
- (k) providing advice regarding changes in the Master Plan and land use regulations.

Administrative Assistant, Police Operations. Serves as secretary and chief aide to the Captain or other high-ranking Police Officer; may also assist with emergency management functions. Duties include typing correspondence, reports, etc.; entering data; maintaining files; answering the telephone and serving as a receptionist; maintaining time and attendance records; preparing reports; and preparing payroll information for the Police Department for submission to the Finance Department.

Administrative Assistant, Water & Sewer. Serves as secretary to the Superintendent of the Water & Sewer Department and office manager. Duties include:

- (a) typing correspondence, reports, etc.;
- (b) maintaining departmental records and files;
- (c) assisting in budget preparation;
- (d) answering the telephone and serving as a receptionist;
- (e) entering and compiling data regarding wells, water sampling, etc.;
- (f) preparing vouchers, work orders, purchase orders, and requisitions;
- (g) maintaining a petty cash fund;
- (h) keeping records of work-related accidents and Workers Compensation claims;
- (i) maintaining time and attendance records;
- (j) preparing payroll data for submission to the Finance Department.

Administrative Assistant, Water & Sewer / Revenue & Finance. Serves as secretary to the Superintendent of the Water & Sewer Department and the Chief Finance Officer. Duties include:

- (a) budgetary assistance to the Water & Sewer Superintendent;
- (b) maintain Water & Sewer payroll records and attendance records;
- (c) combine data/records to prepare various reports and make various calculations;
- (d) implement knowledge of Water & Sewer billing, assist in process to post and project revenue;
- (e) budgetary assistance to the Chief Finance Officer;
- (f) assist the Chief Finance Officer with various financial reports, year-end reports and perform various accounting functions;
- (g) a thorough knowledge of ADP payroll system, including payroll data maintenance, recording employee time and leave;
- (h) a thorough knowledge of employee health benefits and pension system;
- (i) maintain bank accounts;
- (j) a knowledge of central purchasing system, performing supportive accounting functions and financial reports;
- (k) a thorough knowledge of daily revenue procedures, posting data into journals and balancing general ledgers;
- (l) answer telephones to assist in water and sewer and tax collections;
- (m) act as a revenue clerk at the window to back up revenue clerks.

Assessing Clerk. Performs routine, entry-level clerical duties in the Tax Assessor's Office requiring some knowledge of tax assessment procedures. Duties include typing correspondence, reports, etc.; maintaining office files; recording assessments and transmitting information to the County Board of Taxation; handling inquiries from the public; and assembling information to assist in responding to tax appeals.

Assistant Tax Collector. Under direction of the Tax Collector, assists in the overall operation of the Tax Collector's Office and takes the lead over other office staff. Duties include:

- (a) giving instructions and assisting office staff with problems;
- (b) assisting in the preparation and mailing of tax bills, utility bills, and statements;
- (c) receiving and recording payments and depositing receipts;
- (d) checking the accuracy of collections and compliance with procedures;
- (e) preparing vouchers and requisitions;
- (f) handling inquiries from the public;
- (g) performing computerized tax searches;

- (h) identifying delinquent properties and accounts;
- (i) assembling information for tax sales and issuing required notices;
- (j) assisting in the conduct of tax sales and preparing certificates of sale.

The Assistant Tax Collector may become a Certified Municipal Tax Collector pursuant to N.J.S.A. 40A:9-145.3. However, the position of Assistant Tax Collector does not entail exercising the powers of the Tax Collector in his or her absence.

Bus Driver. Drives a senior citizen shuttle bus. Duties include following specified schedules and routes; transporting passengers on recreational trips; insuring order and safety of passengers; keeping records of passengers and mileage; and monitoring the vehicle for mechanical problems. Drivers are required to have a valid CDL with passenger and air brake endorsements.

Clerk Typist. Performs relatively simple, routine clerical tasks including the use of a typewriter and/or computer. Duties include typing routine correspondence, reports, forms, etc.; answering the telephone and serving as a receptionist; filing routine records; posting mail; and copying papers.

Clerk. Performs relatively simple, routine clerical tasks not involving the use of a typewriter or computer. Duties include answering the telephone and serving as a receptionist; filing routine records; opening and posting mail; and copying papers.

Deputy Borough Clerk. Under direction of the Borough Clerk, assists in supervising and carrying out the functions of the Clerk's office. In the event of the Borough Clerk's absence or disability, temporarily assumes the powers and duties of such office. Responsibilities include overseeing the work of clerical employees; maintaining time and attendance records; and devising and implementing office procedures. Duties also include some or all of the following:

- (a) issuing permits and licenses, including dog and cat, vendor, handbill, and solicitor licenses;
- (b) performing title searches and issuing search certificates;
- (c) registering voters, arranging for election materials and polling locations, and delivering ballots to the County Board of Elections;
- (d) notarizing documents;
- (e) processing vouchers, purchase orders, and requisitions;
- (f) filing official records and providing copies to the public;
- (g) collecting fees and making deposits;
- (h) processing and maintaining records of insurance bills and claims;
- (i) preparing agendas and other information for meetings of the Borough Council;
- (j) sending required notices of Council meetings, ordinances, and resolutions;
- (k) providing information to the public regarding ordinances and regulations.

In addition, the Deputy Borough Clerk may be appointed as Deputy Registrar of Vital Statistics for the purpose of issuing birth, death, and marriage certificates, burial permits, etc., in accordance with state laws and directives of the State Registrar.

The Deputy Borough Clerk may be certified as a Registered Municipal Clerk, in accordance with N.J.S.A. 40A:9-133.3.

Deputy Court Administrator. Under direction of the Court Administrator and Municipal Judge,

assists in the operation of the Municipal Court and may exercise the powers and duties of the Court Administrator in the absence of both the Administrator and the Senior Deputy Administrator. Duties include:

- (a) accepting and preparing complaints;
- (b) issuing summonses and warrants as appropriate;
- (c) signing or attesting to writs, processes, warrants, judgments, subpoenas, etc.;
- (d) assisting in the preparation of the court calendar;
- (e) arranging courtroom facilities and operating recording equipment;
- (f) swearing in witnesses;
- (g) setting, receiving, cancelling, and disbursing bail;
- (h) receiving, recording, and disbursing payments of fines and court costs;
- (i) entering dispositions and maintaining court papers and records;
- (j) accessing the Automated Traffic System and Automated Complaint System ATS/ACS databases and entering information;
- (k) providing information to the public concerning court procedures.

Deputy Court Administrators may be required to be on call after hours for emergent court matters.

Employees in this position may become Certified Municipal Court Administrators pursuant to N.J.S.A. 2B:12-11.

Deputy Tax Collector. Under direction of the Tax Collector, performs duties listed under Assistant Tax Collector, together with the following:

- (a) preparing and maintaining time and attendance records for the Collections Department;
- (b) researching tax and utility accounts in response to bankruptcy filings, entering data, and forwarding information to the bankruptcy court;
- (c) processing tax bills;
- (d) accepting and approving PD 5's and PD 65's;
- (e) submitting deduction reports to the State of New Jersey for reimbursement;
- (f) submitting quarterly census reports to the State of New Jersey;
- (g) processing notices regarding account status.
- (h) In the absence of the Tax Collector, signs affidavits for lienholders, compiles and certifies delinquencies for foreclosure, reconciles the Tax Collector's account, and submits tax and utility reports to the Chief Financial Officer.

The Deputy Tax Collector may become a Certified Municipal Tax Collector pursuant to N.J.S.A. 40A:9-145.3.

Payroll Clerk. Under the direction of the Chief Financial Officer or other supervisor, performs the simpler, routine clerical functions involving payroll and benefits, requiring some knowledge of procedures. Duties include calculating, posting, entering, and checking payroll data; maintaining records of employee time and leave; preparing purchase orders and vouchers; processing routine enrollments, changes, and terminations in employee benefit plans; and answering employee questions regarding benefits.

Principal Account Clerk. Under the direction of the Chief Financial Officer, performs the higher-level clerical functions involving accounting records and financial reports, requiring extensive knowledge of financial procedures. Duties include calculating, posting, typing and entering financial data; filing records; preparing purchase orders and vouchers;

encumbering funds; maintaining and balancing books of account; reconciling bank balances; preparing bank deposits; and paying bills as authorized. Duties may also include certain payroll functions listed under the job description for Principal Payroll Clerk. May take the lead over other Account Clerks and/or Senior Account Clerks.

An employee in this title may be authorized to approve expenditures in the absence of the Chief Financial Officer; prepares monthly budget status reports and bill lists; transfers funds; processes year-end reports; and assists the Chief Financial Officer in preparing the municipal budget.

Principal Clerk Typist. Under the direction of a department head or other supervisor, performs higher-level clerical tasks requiring extensive knowledge of office procedures and including the use of a typewriter and/or computer. Duties include typing correspondence, reports, forms, etc.; answering the telephone and serving as a receptionist; providing information to the public; filing records; posting and sorting mail; and copying papers. A Principal Clerk Typist may also

- (a) issue routine permits and licenses;
- (b) register voters;
- (c) process vouchers, purchase orders, requisitions, and Workers Compensation forms;
- (d) order supplies;
- (e) do title searches and issue search certificates;
- (f) keep records of performance and maintenance bonds;

An employee in this position may be appointed as an Alternate Deputy Registrar of Vital Statistics, for the purpose of assisting the Registrar and Deputy Registrar in the issuance of birth, death, and marriage certificates, burial permits, etc. An employee may also be certified and perform the functions of a Notary Public.

Principal Payroll Clerk. Under the direction of the Chief Financial Officer, performs the higher-level clerical functions involving payroll and benefits, requiring extensive knowledge of procedures. Duties include calculating, posting, entering, and checking payroll data; maintaining records of employee time and leave; projecting payroll costs; preparing purchase orders and vouchers; processing enrollments, changes, and terminations in employee benefit plans; preparing pension reports; answering employee questions regarding benefits; contacting banks and insurers to resolve problems; maintaining and balancing books of account; preparing bank deposits; reconciling bank balances; and paying bills as authorized. May take the lead over other Payroll Clerks.

An employee in this title assists the Chief Financial Officer in preparing reports and correspondence, including year-end reports; assists in the preparation of the municipal budget; and may perform various accounting functions listed under Principal Account Clerk.

Principal Revenue Clerk. Takes the lead over other Revenue Clerks and performs the more complex or responsible work involved in computing, collecting, and recording taxes, water and sewer payments, and miscellaneous payments. Duties include receiving payments at the counter or by mail; issuing receipts; posting payments; recording deposits to be made; assisting in the mailing of tax bills; looking up billing information; balancing money received; and generating periodic reports of transactions.

Revenue Clerk. Performs routine work involved in computing, collecting, and recording taxes, water & sewer payments, and miscellaneous payments. Duties include receiving payments at the counter or by mail; issuing receipts; posting payments; recording deposits to be made; assisting in the mailing of tax bills; looking up billing information; and balancing money received.

Research Assistant, Economic Development. Assists the Director of Community and Economic Development by performing technical/paraprofessional research and related functions pertaining to the economic development of the municipality. Duties include:

- (a) compiling, organizing, and analyzing a wide variety of economic and business data, together with new and changing laws and other federal, state, and local government requirements;
- (b) preparing reports concerning real estate and other economic resources;
- (c) developing newsletters, flyers, and other promotional materials;
- (d) preparing correspondence, maintaining records and files, answering the telephone, typing notes, and taking minutes at GEDC meetings;
- (e) assisting in the preparation of grant applications;
- (f) assisting in the preparation of quarterly, semi-annual, and annual reports required by local, state, and federal agencies, including checking and reviewing statistical data and reports for accuracy prior to submission;
- (g) assisting in the preparation of surveys.

In carrying out these duties, the Research Assistant, Economic Development must be familiar with Internet research, web site creation, and the use of word-processing, database management, and spreadsheet software.

Senior Account Clerk. Under the direction of a supervisor or department head, performs intermediate-level clerical functions involving accounting records and financial reports. Duties include calculating, posting, typing and entering financial data; filing records; preparing purchase orders and vouchers; encumbering funds; maintaining and balancing books of account; preparing bank deposits; and paying bills as authorized.

Senior Assessing Clerk. Performs intermediate-level clerical duties in the Tax Assessor's Office requiring considerable knowledge of tax assessment procedures. Duties include typing correspondence, reports, etc.; maintaining office files; recording assessments and transmitting information to the County Board of Taxation; processing data; handling inquiries from the public; and assembling information to assist in responding to tax appeals.

Senior Citizen Program Coordinator. Plans and implements activity programs for senior citizens, including recreation, entertainment, and cultural stimulation. Duties include devising and promoting specific activities; conducting programs and activities at the Senior Center; arranging for trips; overseeing the routine operation and maintenance of the Senior Center; maintaining files; handling payments for trips and other activities; issuing Golden Age cards; attending meetings with the County Department on Aging; and providing information about the needs of senior citizens and the services and benefits available to them.

Senior Clerk Typist. Performs intermediate-level clerical tasks requiring considerable

knowledge of office procedures, some of which include the use of a typewriter and/or computer. Duties include typing correspondence, reports, forms, etc.; processing work orders; answering the telephone and serving as a receptionist; providing information to the public; filing records; posting and sorting mail; and copying papers.

In the Borough Clerk's Office, a Senior Clerk Typist may be appointed as an Alternate Deputy Registrar of Vital Statistics for the purpose of assisting the Registrar and Deputy Registrar in the issuance of birth, death, and marriage certificates, burial permits, etc. An employee may also be certified and perform the functions of a Notary Public.

In the Water & Sewer Department, an employee in this title may help maintain customer records and accounts and may dispatch service personnel by radio.

Senior Deputy Court Administrator. Under direction of the Court Administrator and Municipal Judge, assists in the operation of the Municipal Court and takes the lead over other court staff. In the absence of the Court Administrator, assumes the powers and duties of such office. Regular duties include:

- (a) accepting and preparing complaints;
- (b) issuing summonses and warrants as appropriate;
- (c) signing or attesting to writs, processes, warrants, judgments, subpoenas, etc.;
- (d) assisting in the preparation of the court calendar;
- (e) arranging courtroom facilities and operating recording equipment;
- (f) swearing in witnesses;
- (g) setting, receiving, cancelling, and disbursing bail;
- (h) receiving, recording, and disbursing payments of fines and court costs;
- (i) entering dispositions and maintaining court papers and records;
- (j) accessing the Automated Traffic System and Automated Complaint System ATS/ACS databases and entering information;
- (k) providing information to the public concerning court procedures.

Deputy Court Administrators may be required to be on call after hours for emergent court matters.

Employees in this position may become Certified Municipal Court Administrators pursuant to N.J.S.A. 2B:12-11.

Senior Payroll Clerk. Under the direction of the Chief Financial Officer or other supervisor, performs the intermediate-level clerical functions involving payroll and benefits, requiring considerable knowledge of procedures. Duties include calculating, posting, entering, and checking payroll data; maintaining records of employee time and leave; projecting payroll costs; preparing purchase orders and vouchers; processing enrollments, changes, and terminations in employee benefit plans; answering employee questions regarding benefits; contacting banks and insurers to resolve problems; maintaining and balancing books of account; preparing bank deposits; and paying bills as authorized.

Senior Revenue Clerk. Performs intermediate-level clerical functions involved in computing, collecting, and recording taxes, water and sewer payments, and miscellaneous payments. Duties include receiving payments at the counter or by mail; issuing receipts; posting payments; recording deposits to be made; assisting in the mailing of tax bills; looking up billing information; balancing money received; and generating periodic reports of transactions.

Technical Assistant, Construction Office. Acts as secretary and chief aide to the Construction Official. Duties include:

- (a) typing correspondence, reports, etc.;
- (b) maintaining files;
- (c) entering data;
- (d) preparing routine letters, reports, forms, etc.;
- (e) receiving and reviewing applications for construction and zoning permits;
- (f) arranging for inspections by the Zoning Officer;
- (g) issuing permits;
- (h) receiving and recording payments;
- (i) completing purchase orders and requisitions;
- (j) handling inquiries from the public;
- (k) maintaining time and attendance records.

APPENDIX E
BOROUGH OF GLASSBORO
FAMILY AND MEDICAL LEAVE POLICY

The Borough of Glassboro (“Borough”) will comply with the Family and Medical Leave Act (“FMLA”) and the New Jersey Family Leave Act (“NJFLA”). Any employee who desires to take a leave pursuant to those laws shall notify the Borough Administrator in accordance with the applicable procedures, entitlements and rules related to such leave. The following information is to be used as a summary and a guide to your rights and responsibilities under the Borough’s Family and Medical Leave Policy. Questions of interpretation under this policy will be resolved by reference to the FMLA, NJFLA and regulations issued by the United States Department of Labor.

FAMILY AND MEDICAL LEAVE ACT

Leave Entitlement

Under the FMLA, any Borough employee who is eligible under the Act may receive up to twelve (12) weeks of unpaid leave in a twelve (12) month period, for any of the following reasons:

- Birth of your child, and to care for your newborn child (within twelve (12) months of birth);
- Placement of a child with you for adoption or foster care (within twelve (12) months of placement);
- Care for an immediate family member (*i.e.*, your spouse, child or parent) with a serious health condition; or
- A personal, serious health condition that leaves you unable to perform the essential functions of your job.

Employee Eligibility

To be eligible under the FMLA, an employee must have, on the date the leave begins:

- Worked for the Borough for at least twelve (12) months; and
- Worked at least 1,250 hours (including only those hours actually worked) for the Borough during the twelve (12) months immediately preceding the leave.

Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period. The calculation of the twelve (12) month period shall commence with the commencement of the family and medical leave. Should an eligible employee take less than twelve (12) weeks of family and medical leave for any of the above reasons, such employee shall be entitled to take additional leave for any of the above reasons, provided that the total leave taken does not exceed twelve (12) weeks in any consecutive twelve (12) month period, and the other qualifications and restrictions contained in the FMLA are not abridged.

If both spouses are Borough employees, the Borough reserves the right to restrict family medical leave to a total of twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth or adoption of a child or to care for a parent with a serious health condition. The Borough may opt to limit the use of the leave to one spouse at a time.

NEW JERSEY FAMILY LEAVE ACT

Leave Entitlement

Under the NJFLA, any Borough employee who is eligible under the Act may receive up to twelve (12) weeks of unpaid leave in a twenty-four (24) month period, for any of the following reasons:

- Birth of your child, and to care for your newborn child (within twelve (12) months of birth);
- Placement of a child with you for adoption or foster care (within twelve (12) months of placement); or
- Care for a family member (*i.e.*, your spouse, child, parent or spouse's parent) with a serious health condition.

Employee Eligibility

To be eligible under the NJFLA, an employee must have, on the date the leave begins:

- Worked for the Borough for at least twelve (12) months; and
- Worked at least 1,000 hours (including those hours actually worked, not including overtime) for the Borough during the twelve (12) months immediately preceding the leave.

Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any twenty-four (24) month period. The calculation of the twenty-four (24) month period shall commence with the commencement of the family leave. Should an eligible employee take less than twelve (12) weeks of family leave for any of the above reasons, such employee shall be entitled to take additional leave for any of the above reasons provided that the total leave taken does not exceed twelve (12) weeks in any consecutive twenty-four (24) month period, and the other qualifications and restrictions contained in the NJFLA are not abridged.

JOB BENEFITS AND RESTORATION

During an FMLA or NJFLA leave, health benefits shall continue to be provided by the employer for any leave which does not exceed twelve (12) weeks. For any leave which exceeds twelve (12) weeks, the employee must pay the Borough for the costs of the continuation of any health benefits. In addition, an employer's obligation to maintain health benefits stops if and when an employee informs the employer of an intent not to return to work at the end of the leave period, or if the employee fails to return to work when the leave entitlement is exhausted.

Sick and vacation leave shall not accrue during a period of unpaid family medical leave. Paid holidays shall not be provided to employees on unpaid family medical leave.

At the employee's option, paid leave which is otherwise available to the employee for such purposes (*i.e.*, sick time, vacation days, etc.) may be substituted for unpaid leave. An employee's FMLA leave shall run concurrently with any other applicable leave used by the employee.

You may not work for another employer or be self-employed during your leave. Your leave may be canceled and disciplinary action taken, including immediate termination, prior to the expiration of the leave period, if you violate this policy. In addition, any employee who willfully misleads the employer related to the nature of or the need for an FMLA or NJFLA leave, or who falsifies documents related to the employee's request for an FMLA or NJFLA leave may be subject to disciplinary action, including immediate termination from his/her employment prior to the expiration of the leave period.

If an employee returns to work within the time period of the family medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority. The employee's restored status will be the same as it would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated, but for the leave, the employee would not have had any new right to be reinstated upon return from leave. Failure to return to work may result in termination of employment.

An employee's request for leave and the taking of leave will not negatively affect an employee's employment or standing with the Borough.

ADVANCE NOTICE AND MEDICAL CERTIFICATION

An employee must request the use of family leave by submitting a written statement of the specific reasons for the leave at least thirty (30) days if possible prior to the anticipated date of delivery, placement or adoption of a child. If a scheduled medical leave for the employee or a family member of the employee is the basis for the request, then the employee must, if possible, provide thirty (30) days written notice. It is the responsibility of the employee who has planned medical treatment to make a reasonable effort to schedule treatment so as not to unduly disrupt Borough operations. The notice must be presented to the Borough Administrator. In addition, employees may be required to certify as to his/her request for the leave.

The Borough may require an employee requesting leave to provide confirmation from a healthcare provider of the need for and probable duration of the leave requested. The confirmation must be provided in an approved Borough format, available from the Borough Administrator, within fifteen (15) days of the date the confirmation is requested by the Borough. The Borough reserves the right to obtain, at its expense, an opinion from a second healthcare provider of the Borough's choosing. Should the recommendations of the Borough's healthcare provider differ from that of the employee's, the opinion of a third healthcare provider, chosen jointly by the employee and the Borough, will be obtained at the expense of the Borough, to review the request. In addition, a medical certification may be required by the Borough to support in employee's fitness to return to work from the leave.

The Borough may require an employee using family medical leave to periodically report his/her status and intention to return to work. The Borough may also require the employee to obtain additional written medical certification for the need to continue the leave.

All medical information related to an employee's leave requests and/or an employee's leave shall be kept confidential to the maximum extent possible. All medical certifications will be kept in separate files in the Borough Administrator's office.

INTERMITTENT LEAVE

An employee will normally be granted up to twelve (12) consecutive weeks of family medical leave. Intermittent use of up to twelve (12) weeks of family medical leave may be allowed by the Borough when the employee has established that it is medically necessary to use the leave intermittently. Under the FMLA and NJFLA, intermittent use of up to twelve (12) weeks of leave in the applicable period may be allowed for care of a spouse, child, or parent who has a serious health condition. The medical certification of the need for intermittent leave provided by the employee's health care provider must specify the expected duration of the intermittent leave. In granting the use of intermittent family medical leave, the Borough may require an employee to temporarily transfer to an available alternative position with the equivalent pay and benefits to better accommodate the employee's modified work hours.